

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490530

|   |  |                        |                        |
|---|--|------------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                        |                        |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                        |                        |
| <b>CONVEYING PARTY DATA</b>   |  |                        |                        |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>  | <b>Entity Type</b>     |
| Britney Brands, Inc.  |  | 09/07/2018             | Corporation: LOUISIANA |
| <b>RECEIVING PARTY DATA</b>   |  |                        |                        |
| <b>Name:</b>  | Baby One More Mark, LLC                            |                        |                        |
| <b>Street Address:</b>  | 9000 Sunset Boulevard, Suite 800                   |                        |                        |
| <b>Internal Address:</b>  | c/o LaPolt Law, P.C.                               |                        |                        |
| <b>City:</b>  | West Hollywood                                     |                        |                        |
| <b>State/Country:</b>   | CALIFORNIA   |                        |                        |
| <b>Postal Code:</b>   | 90069  |                        |                        |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                        |                        |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                        |                        |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>       |                        |
| <b>Registration Number:</b>   | 3522497  | FANTASY BRITNEY SPEARS |                        |
| <b>CORRESPONDENCE DATA</b>  |  |                        |                        |
| <b>Fax Number:</b>  |  |                        |                        |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                        |                        |
| <b>Email:</b>   | trademark@raklaw.com                               |                        |                        |
| <b>Correspondent Name:</b>  | Irene Y. Lee                                       |                        |                        |
| <b>Address Line 1:</b>  | 12424 Wilshire Blvd, 12th floor                    |                        |                        |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90025                      |                        |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 3760-04  |                        |                        |
| <b>NAME OF SUBMITTER:</b>   | Adam Kummins                                       |                        |                        |
| <b>SIGNATURE:</b>   | /Adam Kummins/                                     |                        |                        |
| <b>DATE SIGNED:</b>   | 09/18/2018   |                        |                        |
| <b>Total Attachments: 4</b>   |  |                        |                        |
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| source=US Trademark Assignment- BBI#page2.tif   |  |                        |                        |
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OP \$40.00 3522497

## TRADEMARK ASSIGNMENT

WHEREAS, Britney Brands, Inc., a Louisiana corporation ("Assignor"), is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and trade names described in Schedule "A" and the goodwill appertaining thereto (hereinafter the "Marks") and the trademark applications and registrations listed in Schedule "A";

WHEREAS, Baby One More Mark, LLC, a Delaware limited liability company, c/o LaPolt Law, P.C., 9000 Sunset Boulevard, Suite 800, West Hollywood, California 90069 ("Assignee") desires to acquire Assignor's entire right, title and interest in and to the Marks and the corresponding applications and registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks;

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, fully and forever, Assignor's entire right, title and interest, whether statutory or at common law, in and to the Marks, together with: (1) the goodwill of the business symbolized by the Marks; (2) all corresponding applications and registrations; (3) all income, royalties, damages and any other monetary benefits due or payable to Assignor with respect to any of the Marks, including without limitation, damages and payments for any and all previously occurring infringements and violations of the rights being assigned; and (4) any and all rights to sue for past, present and future infringements or violations of the rights being assigned and retain the proceeds relating to such infringements or violations.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

Assignor hereby consents to the recordation of this assignment in the territories listed in Schedule "A" and any other territories as appropriate.

The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, this Trademark Assignment is entered effective this 1 day of September, 2018.

**ASSIGNOR:** Britney Brands, Inc.

By: James P. Spears  
Name: James P. Spears  
Title: Director  
Date: September 1, 2018

By: [Signature]  
Name: Andrew M. Wallet  
Title: Director  
Date: September 7, 2018

**ASSIGNEE:** Baby One More Mark, LLC

By: James P. Spears  
Name: James P. Spears  
Title: Manager  
Date: September 7, 2018

By: [Signature]  
Name: Andrew M. Wallet  
Title: Manager  
Date: September 7, 2018

**Notary**

Schedule A

| <b>Mark</b>                  | <b>Territory</b> | <b>Ser. No.<br/>Filing Date</b> | <b>Reg. No.<br/>Reg. Date</b> | <b>Goods/Services</b>   |
|------------------------------|------------------|---------------------------------|-------------------------------|---|
| FANTASY<br>BRITNEY<br>SPEARS | United States    | 78680794<br>28-Jul-2005         | 3522497<br>21-Oct-2008        | Class 3 - cosmetics; lip gloss, bath gels, body<br>fragrance sprays, body and hand lotions, body<br>gels, shower gels, perfume, cologne, eau de<br>toilette, eau de perfume, eau de cologne and<br>toilette water |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

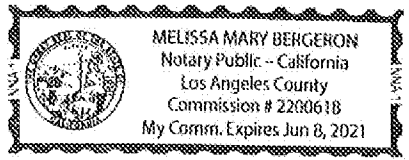
On September 7 2018 before me, Melissa Mary Bergeron, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James P Spears
Name(s) of Signer(s)
Andrew Michael Walker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melissa Mary Bergeron
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: US Assignment
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: